



WAPCOS Limited
(A Government of India Undertaking)

Notice No. WAP/Envr./drain/2023/03

Request for Proposal for

**Measurement of discharge of various drains out falling in
River Yamuna directly and all sub drains out falling in
Najafgarh and Supplementary drains**

February, 2024

SECTION-I: NOTICE INVITING TENDER

DISCALIMER

WAPCOS Limited has prepared this document for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.

The purpose of this document is to provide bidders with information to assist the formulation of their bid. The information is provided on the basis that it is non-binding on WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

While WAPCOS Limited has taken due care in preparation of the information contained herein and believe it to be accurate and WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Notice Inviting Tender (NIT)

S. No.	Particular	Details
1.	Document Reference Number	WAP/Envr./drain/2023/03
2.	Tender Invitation Date	As per tender document
3.	Client	WAPCOS Limited
4.	Name of Work	Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.
5.	Joint Venture	Joint Ventures / Consortium / Association of Bidders is not allowed.
6.	Offer Validity	120 days from the last date of submission of Bid
7.	Project Duration	15 days
8.	Cost of the Project	Package –I ,9.00 Lakh exclusive of GST
9.	Earnest Money Deposit	Rs. 18,000/- can be submitted online as per detail mentioned in the RFP document. “The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services” “EMD can also be submitted in the form of FDR/DD in the name of WAPCOS Limited payable at Gurgaon/Delhi.”
10.	Bid Clarifications	As per tender
11.	Last Date & Time for Submission of Technical and Financial proposal	As per tender
12.	Date & Time for opening of Technical proposals	As per tender
13.	Date of Presentation	Will be Intimated to the Bidders Separately
14.	Address for Bid Submission	Mrs. Moumita M. Ghosh Chief Engineer L-II (Environment)) WAPCOS Limited, 76-C, Sector-18, Gurugram-122015, Harvana

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above.

S/d
(Chief Engineer-II)
WAPCOS Ltd.

SECTION-II: INSTRUCTION TO BIDDDERS

1.1 Introduction

WAPCOS proposes to invite tenders from interested agencies for Measurement of discharge of completely trapped 11 major drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh, Supplementary and Shahdara drains

“Agency” referred here in could be Firm/ Organization/ Company/ Private Limited which could undertake the similar work and deems to apply for the tender as a bidder.

1.2 Similar Works

Similar work is defined as experience in carrying out discharge measurements of drains.

1.3 Validity of the Offer

The Proposal shall remain valid for a period of 120 days from the date of opening of Proposal. If required, WAPCOS Limited in writing can request bidders for extension of the period of validity.

1.4 Right to Accept or Reject any Proposal

WAPCOS Limited reserves the right to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

1.5 Termination of Contract

The Selected Agency stops work for 90 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.

1.6 Project Duration

Duration of project will be 15 days.

2. Instruction to Bidders

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- ii. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- iii. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s). In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.

- iv. Proposals received by facsimile shall be treated as defective, invalid and rejected.
- v. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- vi. No Bidder is allowed to modify, substitute or withdraw the Proposal after its submission.
- vii. Subletting of work is not allowed.

2.1 Minimum Eligibility Criteria

- The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm /Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- Power of Attorney issued in favour of person authorized to sign the Tender documents.
- Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-I**
- Organizational Details to be given as per **Annexure-II**
- **Letter of Incorporation/Registration Certificate:** The Agency should be registered in India with minimum 7 years of existence on the day of bid submission. The Letter of Incorporation/Registration Certificate is to be submitted.
- The Bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited. The format is enclosed as **Annexure-III**.

One Similar work of value not less than 80% of project
i.e. Rs. 7.20 lakh cost and above

Or

Two similar works of value not less than 50% of project
i.e. Rs. 4.50 lakh cost and above

Or

Three similar works of value not less than 40% of project
i.e. Rs. 3.60 lakh cost and above

(Documentary evidence in form of work orders and completion certificates of similar studies to be provided) (Form 26AS, TDS may be furnished in case of experience from private firms)

- **Solvency:** Bidder shall submit latest Solvency certificate (from any Nationalised or Scheduled bank) 40% of the project cost i.e. Rs. 3.60 lakh with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate **(The solvency certificate shall be dated after the date of publication of tender, attested from concerned Nationalized / Scheduled Commercial Bank after date of publication of Tender addressed to tendering authority quoting name of the work).**
- **PAN Card:** Agency must have PAN (Documentary evidence is to be submitted)
- **Goods and Service Tax (GST):** Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of Indian notification

regarding GST. Accordingly, bidder shall submit relevant documents if, already registered. If, not registered till date of submission of bid, bidder will give undertaking on bidder's letter head stating that they will get registered in GST as per Govt. norms before submission of bills.

- Average annual turnover of the bidder shall not be less than 50% of project cost i.e. Rs. 4.50 lakh for last three financial years, ending March 2023. Audited Balance Sheet for 5 (five) years ending financial year 2021-23 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number). The format is enclosed as **Annexure-IV**.
- **Profit after Tax:** The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2021-23.
- **EMD:** An EMD of 2% of the project cost i.e. Rs. 18,000/- is to be submitted online through NEFT/RTGS.

"The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services." The bank details are given below:

Beneficiary Name	:	WAPCOS Limited
Account Number	:	193502000000283
Name of Bank	:	Indian Overseas Bank
IFSC Code	:	IOBA0001935
WAPCOS Contact Number	:	0124-2397396

*** The proof of online payment is to be attached with Technical Proposal.**

- The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. An Undertaking on letter head to be attached as **Annexure-V**
- Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.
- Bidder should not have any conflict of Interest. An Undertaking on letter head to be attached.
- MSMEs Registration to be provided, if, the bidder is registered as MSME.
- The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder has to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration as per referred Form in RFP

- **Integrity Pact:** Bidder to sign Integrity Pact, as per the enclosed Format given as Annexure-VI
- **Joint Venture:** JV is not allowed.

2.4 Estimated Cost of Project

The Estimated cost for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains is Rs. 9.00 lakh (Rupees nine lakh only) + GST.

2.5 Time Schedule/ deliverables

S. No.	Work	Time Schedule from Letter of Award
1	Completion of field works of discharge measurements in all drains as per scope of work.	10 days
2	Submission of Report on Measured Discharges of all the drains.	5 days

2.6. Amendment of Bid Documents

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

3. PREPARATION OF PROPOSAL

The Bidder must comply with the following instructions during preparation of Proposals:

- Bidders shall submit the soft copies of their Proposals electronically on the portal using valid Digital Signature Certificate <https://gem.gov.in> only.
- Every page of the documents shall be submitted by the Bidder must be duly signed by the authorized signatory of the Agency using Digital Signature Certificate.
- Each page of the proposal should be in conformity to the eligibility qualifications and clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents
- The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).
- Proposals received by in Physical form, facsimile, email shall be treated as defective, invalid and rejected.

- viii. Only detailed proposals submitted online and 1 original copy (technical proposal) need to be submitted in hard copy.
- ix. No Bidder is allowed to modify, substitute or withdraw the Proposal after its last date of submission.

The bidders/ Agency shall follow the link for reading the training module for GEM Participation as follows:

S. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	<p>Using PAN https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</p> <p>Using Aadhaar https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</p>
3	Profile Updation (Seller/Service)	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard –	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

3.1 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of Bid and WAPCOS in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

3.2 Amendment of Bid Documents

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/ Addendum. The same shall be uploaded online on <https://gem.gov.in> and/ or www.wapcos.gov.in. The bidders are requested to visit the website daily for any updates. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

4. SUBMISSION OF PROPOSAL

Under this process, the Technical bid Application as well as Financial Bid shall be invited at single stage under two covers i.e. Technical Bid & Financial Bid (Online on <https://gem.gov.in>).

Eligibility and qualification of the Applicants will be first examined based on the details submitted in Technical Proposal with respect to eligibility and qualification criteria prescribed in this document (Clause No. 3 of SECTION-II: INSTRUCTION TO BIDDERS). **The Financial Bid shall be opened for only those Applicants, who qualify the Technical Bid as per the eligibility and qualifications criteria as per the document.**

4.1 Technical Proposal

The bidder shall submit all the documents as per Minimum Qualifying Criteria (Clause no. 2.1) and **SECTION-III: EVALUATION OF PROPOSALS, clause 2. Evaluation of Technical and Financial Proposals online on <https://gem.gov.in>. and 1 hard copy original by 3:00 PM on 20.02.2024.**

4.2 Financial Proposal

- Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in Clause 2 of this RFP
- The quoted rates/amounts shall cover the costs of executing all activities defined in scope of work. The quoted rates/amounts shall cover costs of remuneration, insurance, equipment, material, and other expenses related to the Agency's staff/ manpower and the works to be executed. The Agency shall not require or demand any other reward or compensation, either in the form of currency or in other forms, from WAPCOS
- The bidder shall provide cost towards the scope of work as per Format given as **Annexure-VII**. The cost shall be inclusive of all the taxes/levies/duties etc. excluding GST. GST shall be paid over and above at applicable rates.
- Only Technically qualified Proposals shall be considered for Financial Bid Opening.
- Conditional financial proposals will be rejected.
The bidder shall submit their Financial quotation online only on <https://gem.gov.in>. in prescribed format (xls format) only.
- In case any bidder submits financial bid in hard copy, the bid of that bidder shall stand rejected.

4.3 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and WAPCOS shall be written in the English language only.

5. General Conditions of Proposal

5.1 Performance Bank Guarantee/FDR

The Successful Bidder shall within Ten (10) days of the acceptance of the LOI, execute a Performance Bank Guarantee/FDR as per contract, from a Nationalized/Scheduled Bank, for an amount equivalent to 3% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the issue of completion Certificate. The Performance Bank Guarantee/FDR of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.

The Contractor shall from time to time at the request of the WAPCOS Limited suitably extend the validity of Performance Bank Guarantee as may from time to time be required by WAPCOS Limited, failing which, without prejudice to any other right or remedy available to WAPCOS Limited, WAPCOS Limited shall be entitled to encash the Bank Guarantee.

5.2 Liquidity Damages

If the bidder fails to complete the various job assigned to him as per the scope of the work in the given time mentioned under progress Schedule he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% per week, subject to a maximum of 10%. The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

5.3 Postponement, Suspension or Termination of Work

If at any time, the WAPCOS decides to postpone, suspend or terminate the work or part thereof, notice shall be served by WAPCOS of not less than 15 days, notifying its intention to suspend/postpone or terminate the work or any part thereof. In the event of such suspension, postponement or termination, proportionate fees on account of submission of work output and other expenses between WAPCOS and the awarded party shall be paid by WAPCOS to the awarded party.

5.4 Acceptance/Rejection

WAPCOS reserves the right to accept or reject any Proposal without assigning any reason and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

5.5 Disparity

If any disparity of work is found, the awarded party will be responsible and the expenses will be borne at his own cost.

5.6 Insurance

Workmen Safety and Insurance: The Consultant shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the Project. The Consultant shall take out and maintain at its own cost insurance against the risks and for the coverage and shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. WAPCOS shall not be liable for any compensation in

case of any fatal injury/ death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

5.7 Force Majeure

For the purpose of this clause Force Majeure event means an act of God, War, Blockage, Lightening, fire, earthquake, storm, flood, epidemic, political turbulence, acts of terrorism or any other event or circumstances or combination of events & circumstances beyond the reasonable control of either parties. If the Bidder is prevented from performing its obligation due to such Force Majeure, the bidder will be remunerated for the duration of 2 months. The Affected party/ bidder shall in every instance, to the extent it is capable of doing so, make its best efforts to perform and fulfill the obligations to the extent possible with flexible solutions in such a case.

5.8 Arbitration

5.8.1 Resolution of Disputes

Except where otherwise provided in the contract, all questions and disputes relating to the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the Selected Agency considers any work or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is resulting in a dispute, it shall be referred to the Nodal Officer from WAPCOS who shall, within a period of thirty days after being requested by the Selected Agency to do so, give written decision to the Selected Agency. Upon receipt of the written decision of the Nodal Officer, the Selected Agency shall promptly proceed without delay to comply with such decision.

5.8.2 Adjudication of Disputes

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism :-

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever objected.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

- e. It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/ Sub-Contractor and the Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order/ Arrangement between Client & WAPCOS, Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principle Employer/ Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f. The place/seat of arbitration shall be Delhi and award whether interim or final, shall be made, and shall be deemed for all purpose between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The contract and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

5.9 Public Procurement (Preference to Make in India)

The bidder must comply with Order Nos. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The details available on ministry website.

Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

The Order is applicable for procurement by Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition,

only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

The margin of purchase preference shall be 20%. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under:

- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

5.10 Provision as per Rule 144(xi) of GFR

F.NO.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

The order available on the Ministry of Finance Department of Expenditure Public Procurement Division website.

5.11 Variation

It may be noted that quantities of work given in the schedule has been estimated as realistically as possible. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions. The deviation/variation is allowed 15% in quantities given in the schedule of work.

SECTION-III: EVALUATION OF PROPOSALS

1. Bid Opening

The bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may be present during the Bid Opening if desired. WAPCOS Limited may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for detailed scrutiny. Subject to the terms mentioned in the Request for Proposal, a two-stage process as explained below, will be adopted for evaluation of Proposal submitted by the specified date and time.

2. Evaluation of Technical and Financial Proposals

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system.

S. No	Requirement	Yes/No
1.	Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.	
2.	Signed & scanned copy of duly filled Bid Acceptance Letter as per Annexure-I	
3.	Organizational Details to be given as per Annexure-II	
4.	Letter of Incorporation/Registration Certificate: The Agency should be registered in India with minimum 7 years of existence on the day of bid submission. The Letter of Incorporation/Registration Certificate is to be submitted. Agency must have Partners/Directors or Proprietorship of firm with minimum experience of 7 (Seven) years. (Documentary evidence needs to be submitted).	
5.	The Bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited. The format is enclosed as Annexure-III . One Similar work of value not less than 80% of project cost i.e. Rs. 7.20 lakh and above Or Two similar works of value not less than 50% of project cost i.e. Rs. 4.50 lakh and above Or Three similar works of value not less than 40% of project cost i.e. Rs. 3.60 lakh and above (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)	
6.	PAN Card: Agency must have PAN (Documentary evidence is to be submitted)	
7.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	

S. No	Requirement	Yes/No
8.	Average annual turnover of the bidder shall not be less 50% of project cost i.e. Rs. 4.50 lakh for last three financial years, ending March 2023. Audited Balance Sheet for 5 (five) years ending financial year 2021-23 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number). The format is enclosed as Annexure-IV.	
9.	Profit after Tax: The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2021-23.	
10.	EMD: An EMD of 2% of project cost i.e. Rs. 18,000 /- is to be submitted online through NEFT/RTGS. The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services	
11.	Solvency: Bidder shall submit latest Solvency certificate (from any Nationalized / Scheduled Commercial Bank) 40% of the project cost i.e. Rs. 3.60 lakh with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate (The solvency certificate shall be dated after the date of publication of tender, attested from concerned Bank after date of publication of Tender addressed to tendering authority quoting name of the work).	
12.	The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration An Undertaking on letter head to be attached. Annexure-V	
13.	Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.	
14.	MSMEs Registration to be provided, if the bidder is registered as MSME	
15.	Integrity Pact: Bidder to sign Integrity Pact, as per the enclosed Format given as Annexure-VI, INTEGRITY AGREEMENT STAMP PAPER OF RS. 100/-	
16.	Proof of EMD Submitted	

3. Shortfall Documents

WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids.

Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

4. Confidentiality of Bids

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

5. Payment Terms

S. No.	Milestone	Percentage of total payment (%)
1	On submission Report of Discharge of drains of first 15 drains	40
2	On submission Report of Discharge of Balance drains	30
3	On approval of Reports by DJB & WAPCOS	30
	Total	100

- The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between (Name of Client) being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from Principal Employer/ Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from (Principal Employer/Client), then WAPCOS & or any of its Employee/ Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties."
- GST payment will be made on submission of proofs / challans.
- Taxes as applicable shall be deducted at source as per GOI norms.

6. Shortfall Documents

- WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall of documents during the evaluation of the Bids.
- Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and

any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

7. Award of Work

- Work shall be awarded to the Bidder with the lowest quoted rate and terms & conditions and the decision of WAPCOS shall be final and binding.
- WAPCOS reserves the right to accept or reject any or all the proposals
- Notification on Award of Work shall be made in writing to the successful Bidder.

SECTION –IV SCOPE OF WORK

17. Scope of Work

1. INTRODUCTION

Measurement of discharges in drains for total 45 major and minor drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains using V-Notch/Rectangular Weir/Current Meter/Flow Meter.

Package – 1:

S. No.	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L- Large, S- Small)	Outfall into
1.	AD1	Barapulla Drain	Not available	L	Yamuna River
2.	AD2	Outfall of Najafgarh drain	Not available	L	Yamuna River
3.	AD3	Outfall of Supplementary drain	Not available	L	Yamuna River
4.	AD4	Outfall of Ghazipur Drain	Not available	L	Yamuna River
5.	AD5	Outfall of Shahdara Drain	Not available	L	Yamuna River
6.	AD6	Outfall of Shahdara Link Drain	Not available	L	Yamuna River
7.	AD7	Outfall of Mori Gate drain	Not available	L	Yamuna River
8.	AD8	Sonia Vihar Outfall	Not available	L	Yamuna River
9.	AD9	Badhsahpur Drain L1 (Haryana)	Not available	L	NG drain
10.	AD10	Badhsahpur Drain L2 (Haryana)	Not available	L	NG drain
11.	AD11	Badhsahpur Drain L3 (Haryana)	Not available	L	NG drain
12.	AD12	Drain No.6 (DD6) (Haryana)	Not available	L	NG /Supplementary drain
13.	AD13	Shiv Vihar/ Inderpuri (UP)	Not available	L	Shahdara drain
14.	AD14	Banthla (UP)	Not available	L	Shahdara drain
15.	AD15	Sahibabad (UP)	Not available	L	Shahdara drain
16.	D1	Magazine Road Drain	Not available	L	Yamuna River
17.	D2	Sweeper Colony Drain	Not available	L	Yamuna River

S. No.	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L- Large, S- Small)	Outfall into
18.	D3	Khyber Pass Drain	Not available	L	Yamuna River
19.	D4	Metcalf House Drain	Not available	L	Yamuna River
20.	D5	Tonga Stand Drain	Not available	L	Yamuna River
21.	D6	Moat Drain (Vijay Ghat)	Not available	L	Yamuna River
22.	D7	Civil Military Drain	Not available	L	Yamuna River
23.	D8	Drain No. 14	Not available	L	Yamuna River
24.	D9	Tughlaqabad Drain	Not available	L	Yamuna River
25.	D10	Kalakaji Drain	Not available	L	Yamuna River
26.	D11	Tehkhand Drain	Not available	L	Yamuna River
27.	D12	Vipin Garden drain	30400(R/B)	S	Najafgarh drain
28.	D13	Subhash Nagar Nalla	40890(R/B)	S	Najafgarh drain
29.	D14	A-1 Paschim vihar drain	42100(L/B)	S	Najafgarh drain
30.	D15	Bapraula Bridge Drain	31980 (R/B)	S	Najafgarh drain
31.	D16	Raghubir Nagar Drain	42700(R/B)	S	Najafgarh drain
32.	D17	Raghubir Nagar Drain	42900(R/B)	S	Najafgarh drain
33.	D18	Raghubir Nagar Drain	44000(R/B)	S	Najafgarh drain
34.	D19	Raghubir nagar Drain	44100(R/B)	S	Najafgarh drain
35.	D20	Raghubir nagar Drain	44250(R/B)	S	Najafgarh drain
36.	D21	Raghubir nagar Drain	44500(R/B)	S	Najafgarh drain
37.	D22	Sudarshan Park R/B	45400 m	S	Najafgarh drain
38.	D23	Ramesh Nagar Drain	45900	S	Najafgarh drain
39.	D24	Manohar Park Drain L/B	47920m	S	Najafgarh drain
40.	D25	Zakhira Drain	48330m	S	Najafgarh drain
41.	D26	Shakur Basti	48550m	S	Najafgarh drain

S. No.	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L- Large, S- Small)	Outfall into
42.	D27	Tri Nagar Drain	48950m	S	Najafgarh drain
43.	D28	Kanhaiya Nagar Drain Inlet	49470m	S	Najafgarh drain
44.	D29	Shakti Nagar Nagar Drain-1 Right Bank	52381m	S	Najafgarh drain
45.	D30	Gurmandi Drain L/B	52432m	S	Najafgarh drain

Total: 45

L = 26

S = 19

2. The discharge measurement to be done as per following method:

- The method of discharge measurement i.e. by using V-Notch/Rectangular Weir/Current Meter/Flow Meter etc. shall be decided in consultation with WAPCOS.
- Discharges shall be measured 12 times during the day starting from 8 A.M in an interval of 1 hour.
- The Contractor shall provide proper access to the client for monitoring of discharge measurement works.
- A responsible person from the contractor at site shall accompany the client team for monitoring of discharge measurements at all the locations.
- Flow of the drains at all sections should be properly channelized by placing sand bags as suitable means in appropriate manner so that all the flow passes through the V-notch/Rectangular Weir.
- Removal/clearance of sand bags and other construction materials from the site of after the completion of the work and disposal of the same at a suitable location is the responsibility of contractor.

Annexure-I: Covering Letter

[Bidders are required to submit the covering letter as given here on their letter head]

To,

Chief Engineer-II (Environment)

WAPCOS Limited,
76-C, Sector-18, Gurugram-
122015, Haryana

Sub: Proposal for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.

Sir,

- i. We, the undersigned, having carefully examined the referred Request for Proposal, offer to provide the required services, in full conformity with the said Request for Proposal.
- ii. We have read all the provisions of Request for Proposal and confirm that these are acceptable to us.
- iii. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iv. We agree to abide by this Proposal, consisting of this letter our Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the Request for Proposal and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- v. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
- vi. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- vii. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Yours faithfully

Date

Signature

Annexure-II: Organizational Details

S. No.	Particulars	Details
1.	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates)	
2.	Company Registration Certificate	
3.	Pan Number	
4.	GST Number	

Yours Faithfully,

**(Signature & Seal of the
Bidder)**

Annexure-III: Details of Similar Works Executed During Last 7 Years

S. No.	Name of work	Name of Client	Date of Start	Date of Completion	Consultancy Fee
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Note:

Work Orders for the given projects to be attached along with proofs of completion or completion certificates.

**Signature of the Bidder
With Seal**

Annexure-IV: Financial Status

S. No.	Financial Year	Turnover	Profit / Loss (-)
1	2018-19		
2	2019-20		
3	2020-21		
4	2021-22		
5	2022-23		

Note:

- Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.
- The turnover shall be certified by Statutory Auditor of the firm/company after the date of tender publication. Any such certificate must carry UDIN (Unique document Identification number).

Signature of the Bidder with Seal

Annexure-V

UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT

Name of work:

Ref.: Tender No..... dated.....

To,
Chief Engineer L-II (Environment)
WAPCOS Limited,
76-C, Sector-18, Gurugram-122015,
Haryana

This is to certify that we have taken the cognizance of Blacklisting policy of' WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s _____ is not blacklisted/ De- registered/ debarred by any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/Undertaken the works/ Services during the last 5 years.

For _____

Authorized Signatory

Date:

Annexure-VI: Integrity Pact

To,

Chief Engineer-II (Environment)

WAPCOS Limited,
76-C, Sector-18, Gurugram-122015,
Haryana.

Dear Sir,

I/We acknowledge that WAPCOS LIMITED is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender/Bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main Contract, which will come into existence when Tender/Bid is finally accepted by WAPCOS. I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the Tender/Bid, WAPCOS LIMITED shall have unqualified, absolute and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/Bid in accordance with terms and conditions of the Tender/Bid.

Yours faithfully,

**Signature of the
Bidder
With Seal**

FORMAT FOR INTEGRITY AGREEMENT (On Non-Judicial Stamp Paper of Rs. 100)

This Integrity Agreement is made at on this..... Day of..... 20.....

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the “**Principal/Owner**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company) through
..... (Hereinafter referred to as the
(Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall
unless repugnant to the meaning or context hereof include its successors and
permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as –Tender/BidII) and intends to award, under laid down
organizational procedure, contract
for..... (Name of work) hereinafter
referred to as the –ContractII.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land,
rules, regulations, economic use of resources and of fairness/transparency in its relation with
its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as –Integrity PactII or –PactII), the terms and
conditions of which shall also be read as integral part and parcel of the Tender/Bid documents
and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties
hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of

Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days" notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of Bid Security Declaration /Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central

Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (signature, name and address)

2..... (signature, name and address)

Place:

Date:

Annexure-VII **SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

To

WAPCOS LIMITED
Plot No-76 C Intuition Area Sector-18
Gurugram-122015

Name of the Work: "-----".

This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, as a Customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank
(Email id of the bank)

NOTE:

1. Solvency Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.